

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (SHORT FORM)

This Agreement is entered into under the authority of the Technology Transfer Act of 1986, 15 U.S. Code Section 3710a, as amended. The parties of this Agreement are [Name and Mailing Address of Company ("XXXX")], and the **Walter Reed Army Institute of Research** ("WRAIR"), 503 Robert Grant Avenue, Silver Spring, Maryland 20910-7500. The provisions of this Agreement shall apply reciprocally to each of the parties regardless of whether it is the Provider or the Recipient of the Materials referred to herein.

With respect to WRAIR providing to XXXX the following research materials ("Materials"): _____ and/or Information relating to them, including data generated under this Agreement ("Information"); and with respect to XXXX providing to WRAIR the following research materials ("Materials"): _____, and/or Information relating to them, including data generated under this Agreement ("Information"), the parties agree as follows:

1. Recipient agrees that the Materials and/or Information will be used for noncommercial research purposes only. The Materials and/or Information shall not be sold, offered for sale, or used for commercial purposes, or be furnished to any other party without advance written approval from the Provider's official signing this Agreement or from another official to whom the authority has been delegated, and any such use or furnishing of Material shall be subject to the restrictions and obligations imposed by this Agreement.
2. The purpose of this Agreement is the provision and exchange of Materials and Information; no collaboration is contemplated. However, if the parties decide to collaborate on research using the Materials, then a new Cooperative Research and Development Agreement (CRDA) will be executed which defines the extent of collaboration of the parties.
3. Any intellectual property rights to the materials in existence prior to this Agreement, or potential rights, such as issued patents, and including patent applications or invention disclosures are retained by the Provider. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice solely by employees of one of the parties under this Agreement shall be owned by the party making the invention. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice jointly by employees of both parties to this Agreement shall be jointly owned by the parties. The parties agree to promptly report to each other all inventions related to the Materials or Information. WRAIR, on behalf of the U.S. Government, agrees to grant an exclusive license to any invention in which it has ownership rights arising under this Agreement to XXXX in accordance with Title 35, U.S. Code, Section 209, on terms negotiated in good faith and subject to the reservation by the U.S. Government of a nonexclusive, irrevocable, paid-up license to practice, or have practiced, the invention throughout the world by or on behalf of the U.S. Government.
4. Each party shall maintain in confidence the other party's Information relating to these Materials. Neither party shall disclose the other party's Information to others without the specific written permission, in advance, of the other party, unless required to by law. In any event, the parties agree to promptly communicate to each other any third party request for Information.

5. When the Materials and Information are no longer being used for research purposes, in accordance with this Agreement, all Materials will be destroyed, returned to a place designated, retained in the Recipient's repository, or handled in another manner, as directed, in writing, by the Provider.

6. The parties agree to report in a timely manner the results of any research with the Materials and its products to each other. If requested, each party agrees to provide all data supporting the research to the other party.

7. The Materials are provided as a service to the research community. They are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. No indemnification for any damages is intended or provided under this Agreement. Each party shall be responsible for any damages it incurs as a result of its activities under this Agreement.

8. XXXX will forward to WRAIR a sum of \$_____ (_____ dollars) as partial reimbursement of the costs of materials used during WRAIR's performance under this Agreement, said amount to be provided within 30 days of the execution of this Agreement. A check for this amount will be made payable to the "U.S. Treasury/WRAIR" and will be forwarded to:

_____ Commander
_____ Walter Reed Army Institute of Research
_____ ATTN: MCMR-UWZ-I/Chief, Office of Research and Technology Applications
_____ Washington, DC 20307-5100.

WRAIR shall not be obligated to perform under this Agreement, or to take any other action required by this Agreement, if the aforesaid funds are not deposited as required by this Article. It is understood and agreed by the parties that eighteen percent (18%) of this amount is designated to reimburse WRAIR for its administrative and management costs incurred under this Agreement.

8 or 9. In all oral or written publications concerning the research done or to be done by Recipient with the provided Materials, Provider's contribution is to be expressly noted, by either acknowledgement or co-authorship, as appropriate. For the purpose of restricting any disclosure of Provider's confidential information, Recipient will send proposed publications to Provider for review. Provider will return the edited proposed publications to Recipient within thirty (30) calendar days of their receipt by Provider.

9 or 10. The non-Federal party to this Agreement agrees to make no claim or inference regarding this Agreement, the Materials or its products, which implies governmental endorsement or recommendation.

10 or 11. This Agreement shall be construed in accordance with the laws of the United States Government.

11 or 12. No member of or delegate to the United States Congress or resident commissioner shall be admitted to any share or part of this Agreement, nor to any benefit that may arise from this Agreement.

12 or 13. Either party may terminate this Agreement unilaterally at any time by giving the other party written notice.

13 or 14. All prior reviews and approvals required by regulation or law have been obtained by WRAIR prior to the execution of this Agreement. WRAIR's official executing this Agreement has the requisite authority to do so. Notwithstanding the delegation of authority to execute this Agreement to the individual designated, the Secretary of the Army has reserved to the Assistant Secretary of the Army (Research, Development and Acquisition) the opportunity provided by 15 U.S. Code Section 3710a(c)(5)(A), to disapprove or require the modification of this Agreement within 30 days of the date it is presented to the Assistant Secretary of the Army by the Provider.

This Agreement is effective as of the last date of signature of all authorized officials of the parties and shall be effective for _____ () years.

For XXXX:

[Signature] Date _____

[Typed or Printed Name]

[Typed or Printed Position Title]

For **WALTER REED ARMY INSTITUTE OF RESEARCH**:

Daniel L. Jarboe
Colonel, U.S. Army
Director, Walter Reed Army Institute of Research Date: _____